



## **Bonner County Ambulance Service District Board**

Brian Domke

Asia Williams

Ron Korn

### **AGENDA FOR THE BONNER COUNTY AMBULANCE SERVICE DISTRICT MEETING**

January 7, 2026 – Start 11:00 A.M. – End 12:00 P.M.

Bonner County Administration Building, 1500 Highway 2, Room 338, Sandpoint, ID

\*\*\*LIVESTREAM: <https://www.youtube.com/channel/UCsFUpuVj8VtuATY4eAD7e4Q/videos>

**You are invited to a Zoom Webinar**

**When: January 7, 2026, at 11:00 A.M. – 12:00 P.M. Pacific Time (US & Canada)**

**Topic: Bonner County Board of Bonner County Ambulance Service District's Meeting**

**Join from PC, Mac, iPad, or Android:**

<https://bonnercounty.zoom.us/j/84157083772>

Passcode:685015

#### **\*\*\*For Those Electronically Participating:**

Use of the Zoom link is not intended as a substitute for in person or written participation in the proceedings of County business. It is possible to have technology issues with the Zoom link to include, but not limited to, difficulty hearing and being heard.

If you have information to communicate to the County, please come in person or send your information in writing, the County cannot assure that the information will be received via Zoom. Use of Zoom is at risk of the user. Technology failure will not result in the County re-agendizing and/or accepting post deadline information on any given item or issue. In-person attendance is recommended.

### **CALL TO ORDER**

### **ADOPT THE ORDER OF AGENDA**

### **CONSENT AGENDA – Action Item**

- 1) Bonner County Ambulance Service District Minutes, December 17, 2025

### **BCASD**

- 1) Action Item: Discussion/Decision Regarding FY26 Claims Batch #6; **Totaling \$46,326.61**
- 2) Action Item: Discussion/Decision Regarding a \$500,000 Revenue Anticipation Note
- 3) Action Item: Discussion/Decision Regarding an Agreement with the Idaho Independent Intergovernmental Authority

### **MISCELLANEOUS BUSINESS - Action Items / Discussion / Decision / Recommendation**

- 1) Task List: Review & Updates
- 2) Budget Forecast Update

### **PUBLIC COMMENT\***

*Public Comment\* This section is reserved for citizens wishing to address the Board regarding a County related issue. Idaho Law prohibits Board action on items brought under this section, except in an emergency circumstance. Comments related to future public hearings should be held for the public hearing. Any person needing special accommodation to participate in the above-mentioned meeting should contact the Commissioners' Office 48 hours prior to the meeting by calling (208) 265-1438.*



## **Bonner County**

### **Board of Ambulance Service District**

Brian Domke

Asia Williams

Ron Korn

#### **MINUTES FOR THE BONNER COUNTY AMBULANCE SERVICE DISTRICT**

December 17, 2025 – 11:00 AM – 12:00 PM

Bonner County Administration Building

1500 Highway 2, Third Floor Conference Room, Sandpoint, ID

On Wednesday, December 17, 2025, the Bonner County Board of Ambulance Service District met for their regularly scheduled meeting. Commissioners Domke and Williams were present. Commissioner Domke called the meeting to order at 11:02 a.m.

#### **ADOPT THE ORDER OF AGENDA AS PRESENTED / AMENDED**

Commissioner Williams made a motion to adopt the Order of the Agenda as presented.

Commissioner Domke stepped down from the chair and seconded the motion.

Roll Call Vote: Commissioner Williams – Yes; Commissioner Domke – Yes. The motion carries.

#### **CONSENT AGENDA – Action Item**

1) Bonner County Ambulance Service District Minutes, December 3, 2025

Commissioner Williams made a motion to adopt the Consent Agenda as presented.

Commissioner Domke stepped down from the chair and seconded the motion.

Roll Call Vote: Commissioner Domke – Yes; Commissioner Williams – Yes. The motion carries.

#### **BCASD – Sarah Nixon**

1) Action Item: Discussion/Decision Regarding FY26 Claims Batch #5, Totaling \$34,042.10

Commissioner Williams made a motion to approve payment of the FY26 BCASD Claims in Batch #5

Commissioner Domke stepped down from the chair and seconded the motion.

Roll Call Vote: Commissioner Domke – Yes; Commissioner Williams – Yes. The motion carries.

#### **MISCELLANEOUS BUSINESS - Action Items / Discussion / Decision / Recommendation**

1) Task List: Review & Updates

- The TAN will be ready to go by the January 7 meeting. They were trying to have it done by today but they are slightly behind with the paperwork.

2) Insurance Update

-There will be an agreement that needs to be signed by the board at the next meeting.

3) Budget Forecast Update

-Nothing significant has changed since the last update.

Commissioner Williams talked about the insurance swap and how that affects prescriptions.

Commissioner Williams asked if they are in talks with anyone in the southeast corner of the county to open an EMS station. Jeff said there are no talks with anyone to open new stations.

The meeting was adjourned at 11:07 a.m.

Clerk: *Lauren Reichenbach*

By \_\_\_\_\_  
Commissioner Brian Domke, Chair

\_\_\_\_\_  
Date



**Bonner County Ambulance District**  
**Board of Commissioners**

Brian Domke Asia Williams Ron Korn

January 7, 2025

**Memorandum**

Item 1

To: Bonner County Ambulance Service District Board

Re: FY26 BCASD Claims in Batch #6

The Bonner County Ambulance Service District presented the FY26 BCASD Claims Batch #6, **Totaling \$ 46,326.61.**

**A suggested Motion would be:** Based on the information before us, I move to approve the payment of the FY26 BCASD Claims in Batch #6, totaling \$46,326.61

Recommendation Acceptance: ☐ Yes ☐ No

\_\_\_\_\_  
Brian Domke, Chair

\_\_\_\_\_  
Date

# Bonner County Ambulance Service District

## Accounts Payable Report

1/7/2026

Batch: 6

Amount: \$46,326.61

Commissioner's Approval:

| Vendor                          | Bill amount | Due date   | Invoice date | Invoice number        | QuickBooks Desktop Account       |
|---------------------------------|-------------|------------|--------------|-----------------------|----------------------------------|
| AT&T MOBILITY                   | \$ 163.44   | 01/15/2026 | 12/20/2025   | 287297679098X12282025 | Utilities:Cell Phone             |
| AT&T MOBILITY                   | \$ 3,017.60 | 01/03/2026 | 12/04/2025   | GBJ112025             | Utilities:Internet               |
| Auto Electric Company           | \$ 313.30   | 12/23/2025 | 12/23/2025   | 43795.00              | Vehicles:Repairs & Maintenance   |
| AVISTA                          | \$ 614.08   | 01/13/2026 | 12/22/2025   | 2184720000_12.22.2025 | Utilities:Electric               |
| AVISTA                          | \$ 187.46   | 12/16/2025 | 12/16/2025   | 4788807179_12.16.2025 | Utilities:Electric               |
| AVISTA                          | \$ 832.05   | 01/09/2026 | 12/18/2025   | 0727737636_12.18.2025 | Utilities:Electric               |
| BONNER GENERAL HEALTH           | \$ 154.60   | 12/05/2025 | 12/05/2025   | 12.05.2025            | Supplies:Medical                 |
| BOUND TREE MEDICAL, LLC.        | \$ 289.80   | 01/15/2026 | 12/16/2025   | 86029410.00           | Supplies:Medical                 |
| BOUND TREE MEDICAL, LLC.        | \$ 237.24   | 01/10/2026 | 12/11/2025   | 86024693.00           | Supplies:Medical                 |
| BOUND TREE MEDICAL, LLC.        | \$ 64.97    | 01/28/2026 | 12/29/2025   | 86041254.00           | Supplies:Medical                 |
| CANON FINANCIAL SERVICES, INC.  | \$ 100.88   | 02/01/2026 | 12/12/2025   | 42328091.00           | Repairs & Maintenance:Facilities |
| Clark Fork Valley Ambulance     | \$ 4,057.50 | 01/01/2026 | 01/01/2026   | 01.01.2026            | Contract Services                |
| Clark Fork Valley Ambulance     | \$ 4,057.50 | 12/01/2025 | 12/01/2025   | 12.01.2025            | Contract Services                |
| Coleman Oil Company LLC         | \$ 1,825.58 | 12/25/2025 | 12/15/2025   | CP-0341686            | Vehicles:Fuel & Gas              |
| CORPORATE PAYMENT SYSTEMS       | \$ 5.19     | 12/27/2025 | 12/27/2025   | 441909324001227.00    | Supplies:Office                  |
| CORPORATE PAYMENT SYSTEMS       | \$ 8.66     | 12/27/2025 | 12/27/2025   | 441920823000706.00    | Supplies:Office                  |
| Fire Protection Specialists LLC | \$ 377.50   | 01/15/2026 | 12/16/2025   | 31174 A               | Repairs & Maintenance:Facilities |
| Gription Tire Pros              | \$ 244.15   | 01/10/2026 | 12/11/2025   | 75273.00              | Vehicles:Repairs & Maintenance   |
| Gription Tire Pros              | \$ 235.30   | 01/10/2026 | 12/29/2025   | 75460.00              | Vehicles:Repairs & Maintenance   |
| HENRY SCHEIN                    | \$ 218.17   | 01/03/2026 | 12/04/2025   | 50318673.00           | Supplies:Medical                 |
| HENRY SCHEIN                    | \$ 294.48   | 01/11/2026 | 12/12/2025   | 50832643.00           | Supplies:Medical                 |
| HENRY SCHEIN                    | \$ 43.45    | 01/21/2026 | 12/22/2025   | 51257500.00           | Supplies:Medical                 |
| HENRY SCHEIN                    | \$ 86.31    | 01/08/2026 | 12/09/2025   | 50504296.00           | Supplies:Medical                 |
| HENRY SCHEIN                    | \$ 49.98    | 01/15/2026 | 12/16/2025   | 50984804.00           | Supplies:Medical                 |



|   |           |                  |            |            |               |   |
|---|-----------|------------------|------------|------------|---------------|---|
| HENRY SCHEIN                              | \$        | 600.30           | 01/07/2026 | 12/08/2025 | 50618558.00   | Supplies:Medical                        |
| Kootenai County Emergency Medical Service | \$        | 797.00           | 01/01/2026 | 01/01/2026 | 01.01.2026    | Contract Services:Kootenai County       |
| Kootenai County Emergency Medical Service | \$        | 797.00           | 12/01/2025 | 12/01/2025 | 12.01.2025    | Contract Services:Kootenai County       |
| Kootenai-Ponderay Sewer District          | \$        | 99.54            | 12/31/2025 | 11/26/2025 | BID1249-00    | Utilities:Water/Sewer                   |
| Masimo Americas, Inc.                     | \$        | 239.00           | 01/25/2025 | 12/26/2024 | 3541396.00    | Supplies:Medical                        |
| NAPA Auto Parts SPO068                    | \$        | 64.56            | 01/10/2026 | 12/15/2025 | 261392.00     | Vehicles:Repairs & Maintenance          |
| NAPA Auto Parts SPO068                    | \$        | 159.04           | 01/10/2026 | 12/15/2025 | 261329.00     | Vehicles:Repairs & Maintenance          |
| NAPA Auto Parts SPO068                    | \$        | 12.79            | 01/10/2026 | 12/20/2025 | 262096.00     | Vehicles:Repairs & Maintenance          |
| North Idaho Propane                       | \$        | 500.20           | 01/15/2026 | 12/16/2025 | 244081.00     | Supplies:Medical                        |
| oxarc Inc.                                | \$        | 350.95           | 01/14/2026 | 12/15/2025 | 32475442.00   | Supplies:Oxygen                         |
| Priest Lake EMTS Inc                      | \$        | 4,057.50         | 01/01/2026 | 01/01/2026 | 01.01.2026    | Contract Services:Priest Lake           |
| Priest Lake EMTS Inc                      | \$        | 4,057.50         | 12/01/2025 | 12/01/2025 | 12.01.2025    | Contract Services:Priest Lake           |
| Ronald D Jenkins MD                       | \$        | 3,780.00         | 01/01/2026 | 01/01/2026 | 01.01.2026    | Contract Services:Medical Director      |
| Ronald D Jenkins MD                       | \$        | 3,780.00         | 12/01/2025 | 12/01/2025 | 12.01.2025    | Contract Services:Medical Director      |
| Schweitzer Fire District                  | \$        | 3,423.50         | 01/01/2026 | 01/01/2026 | 01.01.2026    | Contract Services:Schweitzer            |
| Schweitzer Fire District                  | \$        | 3,423.50         | 12/01/2025 | 12/01/2025 | 12.01.2025    | Contract Services:Schweitzer            |
| Selkirk Press Inc.                        | \$        | 42.60            | 12/30/2025 | 12/15/2025 | 23115.00      | Supplies:Office                         |
| South Fork Hardware - Sandpoint           | \$        | 13.28            | 12/16/2025 | 12/16/2025 | 420422.00     | Repairs & Maintenance:Facilities        |
| South Fork Hardware - Sandpoint           | \$        | 12.99            | 12/12/2025 | 12/12/2025 | 420177.00     | Supplies:Office                         |
| State Insurance Fund                      | \$        | 1,336.00         | 01/05/2026 | 12/11/2025 | 30579523.00   | Payroll Expenses:Workers Comp Insurance |
| Stryker Sales, LLC                        | \$        | 166.60           | 01/18/2026 | 12/19/2025 | 9211129842.00 | Supplies:Medical                        |
| Stryker Sales, LLC                        | \$        | 178.05           | 01/18/2026 | 12/19/2025 | 9211132222.00 | Supplies:Medical                        |
| Trilogy Medwaste West LLC                 | \$        | 37.52            | 12/30/2025 | 11/30/2025 | 1844266.00    | Utilities:Medical Waste                 |
| WHITE PETERSON ATTORNEYS AT LAW           | \$        | 918.00           | 11/30/2025 | 11/30/2025 | 171424.00     | Contract Services:Professional & Legal  |
| <b>SUBTOTAL</b>                           | <b>\$</b> | <b>46,326.61</b> |            |            |               |   |



**Bonner County Ambulance Service District**  
**Board of Commissioners**

Asia Williams      Ron Korn      Brian Domke

January 7, 2026

## Memorandum

Memo

To: Ambulance District Commissioners

From: Bonner County EMS

Re: Revenue Anticipation Note

Bonner County EMS request the BOCC in capacity of the Bonner County Ambulance Service District Board, approve the attached \$500,000 Note and Resolution authorizing this \$500,000 Revenue Anticipation Note (RAN) from Columbia Bank to fund January 7, 2026. These funds will be deposited into the designated EMS bank account.

Risk Review: \_\_\_\_\_

If applicable, email is attached verifying that all Risk questions/concerns have been resolved and that it has been approved. This includes new equipment/assets to be insured or contracts requiring insurance for review.

Legal Review: X \_\_\_\_\_

Email is attached verifying that all legal questions/concerns have been resolved and that it has been approved.

Distribution: \_\_\_\_\_ Original to Bonner County EMS

A suggested motion would be: **Mr. Chairman based on the information before us I move to approve the \$500.000 Revenue Anticipated Note and Resolution as recommended .**

Recommendation Acceptance: ☐ yes ☐ no \_\_\_\_\_ Date: \_\_\_\_\_  
Brian Domke Chairman

BONNER COUNTY AMBULANCE SERVICE DISTRICT, IDAHO

REVENUE ANTICIPATION NOTE, SERIES 2025  
PRINCIPAL AMOUNT NOT TO EXCEED \$500,000

GENERAL CERTIFICATE OF DISTRICT CLERK

The undersigned, MICHAEL ROSEDALE, the duly appointed, qualified, and acting District Clerk of the Bonner County Ambulance Service District, Idaho (the "District"), hereby certifies:

1. The following persons are the duly elected or appointed incumbent officers of the District.

| <u>Name</u>      | <u>Office</u>                    | <u>Expiration of Term</u> |
|------------------|----------------------------------|---------------------------|
| Brian Domke      | Chairman, Board of Commissioners | January, 2027             |
| Ron Korn         | Board of Commissioners           | January, 2027             |
| Asia Williams    | Board of Commissioners           | January, 2027             |
| Michael Rosedale | District Clerk                   | January, 2027             |
| Clorrisa Koster  | District Treasurer               | January, 2027             |

2. Each of the foregoing has taken and filed the appropriate oath of office, if required, and each is the duly qualified and acting incumbent officer as aforesaid.

3. The District is, and at all times pertinent hereto has been, a political subdivision of the State of Idaho, duly organized and operating pursuant to the laws thereof. The name and corporate status of the District has not been changed by any election, ordinance, or other action of the District at any time.

4. The District Board of Commissioners ("Board") has duly adopted a budget and an annual appropriations ordinance for the 2025-2026 Fiscal Year of the District, which commences on October 1, 2025, and ends on September 30, 2026.

5. On January 7, 2026, the Board, at a special meeting duly-held and conducted on said. date, duly and regularly adopted Resolution No. 2026- (the "Note Resolution"), authorizing the issuance and sale of the Bonner County Ambulance Service District, Idaho Revenue Anticipation Note, Series 2025 (the "Note"), in a principal amount not to exceed \$500,000. A true, correct and complete copy of the Note Resolution is included in this transcript as Document No. 2. The Note Resolution has not been amended or repealed subsequent to its adoption, and is in full force and effect as of the date of this Certificate.

6. The District will establish a Revenue Anticipation Note, Series 2025, Redemption Fund as required by the Note Resolution.

7. From October 1, 2025 to the date of Closing, there was not any (i) material adverse change in the financial condition or general affairs of the District from that previously presented by the District to Columbia Bank; or (ii) event, court decision, proposed law, or rule which may have the effect of changing the federal income tax incidents of the District or the owner of the Note; or (iii) international or national crisis, suspension of stock exchange trading, or banking moratorium materially affecting the market price of the Note.

8. The District has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, or under any of its bonds, notes, warrants, leases or other obligations of indebtedness for which its revenues or general credit are pledged.

IN WITNESS WHEREOF, I have hereunto subscribed my signature as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
District Clerk



UNITED STATES OF AMERICA

STATE OF IDAHO

BONNER COUNTY AMBULANCE SERVICE DISTRICT, IDAHO  
REVENUE ANTICIPATION NOTE, SERIES 2025

THIS NOTE HAS BEEN DESIGNATED BY THE ISSUER FOR PURPOSES OF THE EXCEPTION CONTAINED IN SECTION 265 (b)(3) OF THE INTERNAL REVENUE CODE OF 1986 RELATING TO THE DEDUCTIBILITY OF A FINANCIAL INSTITUTION'S INTEREST EXPENSE ALLOCABLE TO TAX-EXEMPT INTEREST.

BONNER COUNTY AMBULANCE SERVICE DISTRICT, Idaho, a political subdivision duly created and operating under the laws of the State of Idaho (the "District"), for value received, acknowledges itself to owe and promises to pay to COLUMBIA BANK, or assigns, on September 30, 2026 (the "Maturity Date"), the principal sum of

NOT TO EXCEED FIVE HUNDRED THOUSAND DOLLARS

(\$500,000.00), together with interest thereon at the rate of five and twenty-five hundredths percent (5.25%) per annum from the date hereof until the principal sum is fully paid, interest being calculated on the basis of an actual/360 day interest accrual method. The Note is callable in full at par plus accrued interest on any date prior to the Maturity Date with 30 days' written notice.

This Note (the "Note") is issued by the District for the payment of EMS services expenses in anticipation of the collection of ad valorem taxes and the receipt of other revenues as herein described for the 2025-2026 Fiscal Year (the "Revenues"), as more fully set forth in Resolution No. [REDACTED], adopted by the District Board of Commissioners on January 7, 2026 (the "Note Resolution"). Said Revenues received by the District include the EMS Fund revenues in the 4<sup>th</sup> quarter of the 2025-2026 Fiscal Year and are pledged, together with ad valorem taxes, to the payment of the principal of and interest on the Note as set forth in the Note Resolution.

To provide for the payment of the principal of and interest on this Note, the District has created, by the Note Resolution, a special fund of the District known as the "Revenue Anticipation Note, Series 2025, Redemption Fund" (the "Redemption Fund"), and has covenanted to deposit into the Redemption Fund, a portion of the Revenues received by the District in the 4<sup>th</sup> quarter of the 2025-2026 Fiscal Year, the receipt of which has been anticipated by the issuance of this Note, until such time as the funds accumulated therein shall be sufficient to pay this Note, together with interest thereon, at maturity. The funds so accumulated in the Redemption Fund will be set apart for the payment of this Note and will be used for no other purpose. Nothing herein shall be construed to limit the payment of the principal of and interest on this Note solely to the Revenues in anticipation of which this Note was issued, but this Note is the direct and general obligation of the District. For as long as this Note is outstanding, the District irrevocably pledges that it shall, in

the manner provided by law within the constitutional and statutory limitations provided by law without the assent of the voters, pay from its 2025-2026 Fiscal Year property tax levy amounts sufficient, together with other money that is lawfully available as set forth above, to pay principal of and interest on this Note as the same become due. The full faith, credit and resources of the District are pledged irrevocably for the prompt payment of the principal of and interest on this Note on the Maturity Date or earlier and such pledge shall be enforceable in mandamus against the District.

IT IS HEREBY CERTIFIED AND DECLARED that the indebtedness of the District hereby incurred does not exceed 75% of the taxes and other revenues anticipated to be received for the 2025-2026 Fiscal Year after the date of issue of this Note, that the indebtedness incurred hereby does not exceed any other limitation on the indebtedness of the District, and that the indebtedness hereby incurred is contracted for the purposes for which the taxes and other revenues have been appropriated.

IT IS HEREBY FURTHER CERTIFIED AND DECLARED that the full faith, credit, and resources of the District have been pledged for the payment of this Note according to its terms, that this Note is issued pursuant to and in full compliance with the Constitution and laws of the State of Idaho and the resolutions of the District, and that all acts, conditions, and things required to be done precedent to and in the issuance of this Note have happened, been done, and have been performed.

IN WITNESS WHEREOF, Bonner District, Idaho, has caused this Note to be executed by its Chairman and attested by its Clerk, and the official seal of the District to be impressed hereon, all as of this \_\_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2026.

BONNER COUNTY AMBULANCE SERVICE  
DISTRICT, IDAHO

\_\_\_\_\_  
Chair, Board of Commissioners

ATTEST:

\_\_\_\_\_  
District Clerk

RESOLUTION NO. \_\_\_\_

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE BONNER COUNTY AMBULANCE SERVICE DISTRICT, IDAHO, AUTHORIZING THE ISSUANCE AND SALE OF A REVENUE ANTICIPATION NOTE, SERIES 2025, IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$500,000 IN ANTICIPATION OF THE COLLECTION OF REVENUES FOR THE 2025-2026 FISCAL YEAR FOR THE PURPOSE OF PROVIDING FUNDS FOR EMS SERVICE; PROVIDING FOR THE FORM, ISSUANCE, AND REDEMPTION OF THE NOTE; CREATING A REVENUE ANTICIPATION NOTE REDEMPTION FUND AND PROVIDING FOR THE DEPOSIT OF TAXES AND REVENUES INTO THE REDEMPTION FUND FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE NOTE; PROVIDING FOR RELATED TERMS AND COVENANTS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Bonner County Ambulance Service District, Idaho (the "District"), is a political subdivision duly created and operating under the laws of the State of Idaho; and

WHEREAS, the District, by and through its Board of Commissioners (the "Board"), has duly adopted a budget and an annual appropriations ordinance, in the manner provided by law, for the 2025-2026 Fiscal Year; and

WHEREAS, the Board desires to issue a revenue anticipation note of the District in order to provide necessary funds for EMS services pending the collection of certain revenues for the 2025-2026 Fiscal Year; and

WHEREAS, the District is authorized, pursuant to Title 63, Chapter 31, Idaho Code, to issue its revenue anticipation note for the foregoing purposes and to sell such revenue anticipation note at private sale; and

WHEREAS, the District has received an offer dated November 17, 2025 (the "Offer Letter") from Columbia Bank (the "Purchaser") to purchase the revenue anticipation note of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE BONNER COUNTY AMBULANCE SERVICE DISTRICT, IDAHO as follows:

Section 1: For the purpose of providing funds for expenses for EMS services for the 2025-2026 Fiscal Year, the Board hereby authorizes the issuance and sale of a revenue anticipation note, in anticipation of the collection of revenues including ad valorem taxes (collectively, the "Revenues"), designated the "Bonner County Ambulance Service District, Idaho Revenue Anticipation Note, Series 2025" (the "Note"), in the aggregate principal amount not to exceed \$500,000, to be issued, sold, and delivered in the manner provided by Title 63, Chapter 31, Idaho Code.

Section 2: The Note is being issued for the purpose of providing funds for the provision of EMS services for the District in the 2025-2026 Fiscal Year.

**Section 3:** The Note shall be substantially in the form which is annexed hereto as Exhibit “A,” shall be dated as of its date of delivery, shall mature on September 30, 2025, shall bear interest at the rate of 5.25% from its date until paid, calculated on the basis of an actual/360 day interest accrual method, which interest shall be payable on the date of maturity, or upon its call, whichever is earlier. The Note is callable in full at par plus accrued interest with thirty days’ written notice to the Purchaser. If the Note is deemed by the IRS to be taxable for any reason, the interest rate will be adjusted both prospectively and retrospectively to a taxable rate. A bank fee of \$1,500.00 will be charged for the issuance of the Note.

**Section 4:** The Note shall be manually executed on behalf of the District by the Board Chair or Vice-Chair and attested by the District Clerk.

**Section 5:** The principal and interest on the Note shall be payable in lawful money of the United States of America, at Columbia Bank, Sandpoint, Idaho. The Note shall be a negotiable instrument within the meaning of the Uniform Commercial Code. The District Treasurer is hereby designated as the Note Registrar for the Note.

**Section 6:** There shall be established and maintained at the Sandpoint branch of Columbia Bank a fund and account, separate and distinct from all other funds of the District, designated as the “Revenue Anticipation Note, Series 2025, Redemption Fund” (the “Redemption Fund”). The proceeds of all unrestricted revenues and ad valorem taxes collected and received for the EMS Fund in the 4<sup>th</sup> quarter of the 2025-2026 Fiscal Year (the “Revenues”) shall be placed, immediately upon receipt, in the Redemption Fund until such time as the moneys and investment earnings accumulated therein, or reasonably anticipated to be earned thereon by the date of maturity of the Note, shall be fully sufficient to pay the principal of and the interest on the Note at maturity. All moneys in the Redemption Fund shall be invested, in lawful investments of the District, so as to mature on or before September 30, 2026. The funds shall be transferred to the Purchaser on or before the maturity date of the Note. The moneys so accumulated in the Redemption Fund are hereby irrevocably pledged, appropriated, and set apart for the aforesaid purposes only. Nothing herein shall be construed to limit the payment of the principal of and interest on the Note solely to Revenues deposited in the Redemption Fund, but the Note shall be a direct and general obligation of the District, for the payment of which the full faith, credit, and resources of the District are hereby pledged.

**Section 7:** The District further covenants with the Purchaser and any subsequent holders of the Note as follows:

A. The principal amount of the Note issued pursuant to this Resolution does not exceed seventy-five percent (75%) of the Revenues duly budgeted by the Board for the 2025-2026 Fiscal Year and not yet collected or received by the District.

B. The proceeds of the Note will be used exclusively for the same purposes for which the Revenues were budgeted and appropriated.

C. None of the proceeds of the Note will be used, directly or indirectly, (i) to make or finance loans to persons, or (ii) in any trade or business carried on by any person (other than use



as a member of the general public), and the Note will not be a “private activity bond” within the meaning of Section 141 of the Internal Revenue Code of 1986 (the “Code”).

D. The District hereby designates the Note as a “qualified tax-exempt obligation” within the meaning and for the purposes of Section 265(b)(3) of the Code, and the District, including any issuers that may be aggregated by virtue of Section 265(b)(3)(E) of the Code, does not reasonably anticipate that it will issue more than \$10,000,000, including the Note, as qualified tax-exempt obligations during the 2025 or 2026 calendar years.

E. The District will comply with the provisions of the Code which are necessary for interest paid on the Note to be excluded from gross income for purposes of federal income taxation (except for certain minimum taxes on corporations), will make no use of the proceeds of the Note that would result in the interest on the Note being includable in gross income within the meaning of Section 103(a) of the Code, and in particular will take no action which would cause the Note to become an arbitrage bond within the meaning of Section 148 of the Code. A certificate that the Note is not an arbitrage bond within the meaning of Section 148 of the Code will be provided to the Purchaser at the time of delivery of the Note.

F. The District has general taxing powers. The Note is not a “private activity bond” within the meaning of Section 141 of the Code. 95% or more of the net proceeds of the Note is to be used for the local governmental activities of the District. The District has no subordinate entities. The District has not issued, and does not reasonably anticipate that it will issue, tax-exempt obligations in the calendar year 2025 in a face amount which exceeds \$5,000,000. Accordingly, under Section 148(f)(4)(D) of the Code, the District is not required to pay rebates to the United States under Section 148(f) of the Code.

G. None of the proceeds of the Note will be used to reimburse the District for any capital expenditure made prior to the date of delivery of the Note, unless the District shall have adopted an official intent resolution as provided by Section 1.150-2 of the Treasury Regulations.

H. As conditions of closing, the following conditions shall be satisfied prior to funding:

1. The Note, in definitive or temporary form, is duly executed and delivered to Columbia Bank (also referred to herein as “Purchaser”);
2. An unqualified approving opinion of a recognized firm of lawyers (the “Bond Counsel”), satisfactory to the Purchaser and dated as of closing, to the effect that the District has authority to adopt this Resolution and to issue and sell the Note to the Purchaser, that the Note is valid, legal, and binding obligations of the District except to the extent that such enforcement may be limited by bankruptcy, insolvency, or other laws affecting creditors' rights and that interest on the Note is exempt from federal income taxation and State of Idaho income taxation, and that the District has designated the Note as a “qualified tax-exempt obligation” pursuant to Section 265(b)(3) of the Code;

3. A certificate of authorized officers of the District to the effect that no litigation is pending, or to the knowledge of the District threatened, against the District in any court to restrain or enjoin the sale or delivery by the District of the Note; to question the authority of the District to issue, or the issuance or validity of, the Note; to question the constitutionality of any statute, resolution, or the validity of any proceedings, authorizing the issuance of the Note; to question the validity or enforceability of this Resolution; or to question the titles of any officers of the District to their respective offices or the legal existence of the District under the laws of the State of Idaho or which might in any material respect adversely affect the transaction; contemplated to be undertaken by the District;
4. A certificate signed by authorized officers of the District to the effect that the officers of the District who signed or whose facsimile signatures appear on the Note were on the date of execution of the Note the duly elected, qualified, and acting officers of the District, and that their signatures are genuine or accurate facsimiles;
5. A copy of this Note Resolution;
6. A certificate signed by authorized officers of the District stating that the District has established a "Revenue Anticipation Note Redemption Fund" into which shall be paid revenues and taxes sufficient for the retirement of the Note;
7. Such additional legal opinions, certificates, instruments, and documents as the Purchaser may reasonably request to evidence the truth, accuracy, and completeness, as of January 7, 2026 (the "Closing" or such alternative date as the Closing shall be scheduled) of the representations and warranties and due performance by the District at or prior to Closing of all agreements then to be performed and all conditions then to be satisfied by the District;
8. An opinion of Note Counsel for the District to the effect that the District has and will have at Closing full legal right, power, and authority to enter into and perform its obligations under this Resolution, to adopt this Resolution, and to sell and deliver the Note;
9. A certificate designating the Note as "qualified tax-exempt obligations" pursuant to the small issuer exception provided by Section 265(b)(3) of the Internal Revenue Code of 1986, which affords the Purchaser favorable treatment deduction of interest expense;
10. A certificate signed by authorized officers of the District confirming that from the time of the execution and delivery of the Offer Letter to the date

of Closing, there shall not have been any (i) material adverse change in the financial condition or general affairs of the District from that previously presented by the District to the Purchaser; (ii) event, court decision, proposed law, or rule which may have the effect of changing the federal income tax incidents of the District or the owner of the Note; or (iii) international or national crisis, suspension of stock exchange trading, or banking moratorium materially affecting, in the Purchaser's opinion, the market price of the Note.

Section 8: The sale and delivery of the Note to Columbia Bank, in accordance with the Offer Letter, a copy of which is annexed hereto as Exhibit "B" and incorporated fully herein, is hereby authorized and approved.

Section 9: The Board Chairman, District Treasurer, and District Clerk, or any one or more of such officials as may be appropriate to the document being executed, are hereby authorized to execute, on behalf of the District, all such additional documents, certificates, and instruments as may be necessary or appropriate to carry out the intent of this Resolution.

Section 10: This Resolution shall take effect and be in force immediately upon its passage and approval.

DATED the \_\_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2026.

BONNER COUNTY AMBULANCE SERVICE  
DISTRICT, IDAHO

By \_\_\_\_\_  
Chair, Board of Commissioners

ATTEST:

\_\_\_\_\_  
District Clerk

(S E A L)

## WHITE PETERSON

### ATTORNEYS AT LAW

MARC J. BYBEE  
MAREN C. ERICSON  
WM. F. GIGRAY, III  
LINDA C. HALSEY  
MATTHEW A. JOHNSON  
JACOB M. JONES  
BRIAN T. O'BANNON \*

WHITE, PETERSON, GIGRAY & NICHOLS, P.A.  
CANYON PARK AT THE IDAHO CENTER  
5700 E. FRANKLIN RD., SUITE 200  
NAMPÁ, IDAHO 83687-7901

TEL (208) 466-9272  
FAX (208) 466-4405

EMAIL: wpunkoney@whitepeterson.com

PHILIP A. PETERSON  
WILLIAM L. PUNKONEY

WILLIAM F. NICHOLS (1955-2025)  
TERRENCE R. WHITE, RETIRED  
WILLIAM F. "BUD" YOST, RETIRED

\* Also admitted in OR

December 10, 2025

Bonner County Ambulance  
Service District  
1500 Hwy. 2  
Sandpoint, ID 83864

Joe Williams  
SVP-Commercial Banking Officer  
Columbia Bank  
414 Church St.,  
Sandpoint, ID 83864

**From: Wm. L. Punkoney, of the firm White, Peterson, Gigray, & Nichols, P.A., attorneys  
for the Bonner County Ambulance Service District**

**Re: Bonner County Ambulance Service District, Idaho Revenue Anticipation Note,  
Series 2025, in the Principal Amount Not to Exceed \$500,000**

Dear Mr. Williams:

This office serves as attorneys for the Bonner County Ambulance Service District, which is a political subdivision and taxing district of the State of Idaho organized pursuant to Chapter 39, Title 31 Idaho Code. This letter is provided in connection with the District's proposed revenue anticipation note (RAN) transaction with Columbia Bank (the "Bank"). As a taxing district authorized by law to levy taxes, the Bonner County Ambulance Service District is authorized under I.C. § 63-3102 to issue a RAN maturing not more than one year from the date of issue. The District's purpose in borrowing these funds is to provide funds for District operations until the District receives sufficient property tax revenues from Bonner county during 2026.

I have examined the Constitution of the State of Idaho, the applicable statutes, particularly I.C. § 63-3101 *et seq.*, and the records of the District as evidenced by the minutes of the open meeting on January 7, 2026. In the meeting of January 7, 2026, the commissioners of the District adopted Resolution No. [REDACTED] authorizing the District to borrow funds for the purpose stated above. This Resolution was adopted unanimously by all of the commissioners of the District and authorizes the District to issue a RAN in the principal amount not to exceed \$500,000. The commissioners found that, as required by I.C. § 63-3102, this amount does not exceed 75% of the taxes levied for the current fiscal year and not yet collected by the District.

Commented [WLP1]: Insert Resolution Number



Based upon the Resolution of the Board of Commissioners, the findings of the commissioners contained therein, and the applicable law, it is our opinion that:

1. The Bonner County Ambulance Service District is a validly created and existing political subdivision of the State of Idaho with full power and authority to borrow money, to issue a RAN, and to perform its obligations thereunder.
2. Resolution No. [REDACTED] gives the District full legal authority to enter into the transaction and execute all documents associated therewith.
3. No authorization, approval, consent, or order of any governmental authority other than authorizations, approvals, consents and orders which have already been obtained is necessary for the District to enter into the contemplated transaction and fully perform its obligations associated therewith.
4. To the best of our knowledge, no litigation is now pending, nor to our knowledge is any litigation threatened against the District.
5. The Bonner County Ambulance Service District is a qualified tax exempt government entity and interest on the RAN is excludable from gross income of the purchaser for income tax purposes under § 265(b)(3) of the Internal Revenue Code.
6. The contemplated transaction will not, to our knowledge, conflict with or constitute a breach or default of any agreement or instrument by which the District is bound or violate any law, regulation, court order or consent decree to which it is subject.
7. The Note has been lawfully authorized, sold and issued under the Constitution and laws of the State of Idaho and the Note and all related documents constitute valid, enforceable and legally binding direct and general obligations of the District.

Very Truly Yours,

WHITE PETERSON

Wm. L. Punkoney

Cc Commissioners

BONNER COUNTY AMBULANCE SERVICE DISTRICT, IDAHO

REVENUE ANTICIPATION NOTE, SERIES 2025  
PRINCIPAL AMOUNT NOT TO EXCEED \$500,000

RECEIPT FOR PROCEEDS OF NOTE

I hereby certify that I am duly appointed, qualified, and acting Treasurer of the Bonner County Ambulance Service District, Idaho (the "District"); that the Bonner County Ambulance Service District, Idaho Revenue Anticipation Note, Series 2025 (the "Note"), in the principal amount not to exceed \$500,000, dated January \_\_\_\_, 2026, maturing on September 30, 2026, was on this day delivered to Columbia Bank, as purchaser. The proceeds of the Note will be disbursed pursuant to requested draws.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
District Treasurer

BONNER COUNTY AMBULANCE SERVICE DISTRICT, IDAHO

REVENUE ANTICIPATION NOTE, SERIES 2025  
PRINCIPAL AMOUNT NOT TO EXCEED \$500,000

SIGNATURE AND NO LITIGATION CERTIFICATE

The undersigned, BRIAN DOMKE, as Chairman of the Board of Commissioners, and MICHAEL ROSEDALE, as Clerk of the Bonner County Ambulance Service District, Idaho (the "District"), hereby certify that we signed and executed the Bonner County Ambulance Service District, Idaho Revenue Anticipation Note, Series 2025 (the "Note"), issued in a principal amount not to exceed \$500,000. The Note is dated as of January 7, 2026, and is issued pursuant to Resolution No. 2026-\_\_\_\_\_, adopted by the Board of Commissioners on January 7, 2026.

We further certify that we are the duly elected or appointed, qualified, and acting officers indicated by our respective titles and were duly authorized to execute the Note on behalf of the District, and that the signatures below are our genuine signatures.

We further certify that the Note has been in all respects duly executed pursuant to our authority as such officers; that only the Note above described has been issued pursuant to such authority; that the proceedings or records which have been certified to the purchaser of the Note or to the attorneys approving the same have not been repealed, amended, or changed in any respect.

We further certify that there is no litigation pending, or to the knowledge of the District threatened, against the District in any court to restrain or enjoin the sale or delivery by the District of the Note; to question the authority of the District to issue, or the issuance or validity of, the Note; to question the constitutionality of any statute, resolution, or the validity of any proceedings, authorizing the issuance of the Note; to question the validity or enforceability of the resolution authorizing the Note or the Offer Letter; or to question the titles of any officers of the District to their respective offices or the legal existence of the District under the laws of the State of Idaho or which might in any material respect adversely affect the Note transaction contemplated to be undertaken by the District.

DATED as of the \_\_\_\_ of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Brian Domke  
Chair, Board of Commissioners  
Bonner County Ambulance Service District

\_\_\_\_\_  
Michael Rosedale  
District Clerk  
Bonner County Ambulance Service District

BONNER COUNTY AMBULANCE SERVICE DISTRICT, IDAHO

REVENUE ANTICIPATION NOTE, SERIES 2025  
PRINCIPAL AMOUNT NOT TO EXCEED \$500,000

TAX CERTIFICATE

1. General

1.1 The undersigned is the Treasurer of the Bonner County Ambulance Service District, Idaho (the "Issuer"), and is one of the officers who is charged, with others, with responsibility for issuing the Bonner County Ambulance Service District, Idaho Revenue Anticipation Note, Series 2025 (the "Note"), which is dated January 7, 2026, and is issued in a principal amount not to exceed \$500,000.

1.2 This Certificate is executed for the purpose of setting forth the facts and reasonable expectations of the Issuer relating to the Note which the Issuer has communicated to its Bond Counsel and which have formed the basis for Bond Counsel's determination that interest on the Note is excluded from gross income for purposes of federal income taxation.

1.3 The Issuer has not been notified of any listing or proposed listing of the Issuer by the Internal Revenue Service as an issuer that may not certify its obligations.

1.4 This Certificate is made for the purpose of establishing the reasonable expectations of the Issuer pursuant to Sections 103 and 141, through 150 of the Internal Revenue Code of 1986 (the "Code") and Treasury Regulations Sections 1.148-1 through 1.148-11 (the "Regulations"), and for the purpose of evidencing compliance with certain other provisions of the Code and the Regulations.

1.5 This Certificate is based on facts, estimates, and circumstances in existence on the date of this certificate which is the date of delivery of the Note. To the best knowledge, information, and belief of the undersigned, the expectations set forth in this Certificate are reasonable.

2. General Expectations. The Issuer reasonably expects:

2.1 None of the proceeds of the Note will be used directly or indirectly (i) to make or finance loans to persons, or (ii) in any trade or business carried on by any person (other than use as a member of the general public). For purposes of this subsection, the term "person" does not include a governmental unit other than the United States or any agency or instrumentality thereof, and the term "trade or business" means any activity carried on by a person other than a natural person. Accordingly, the Note is not a "private activity bond" within the meaning of Section 141 of the Code.

2.2 The Issuer has covenanted with the owners of the Note not to make any use of the proceeds of the Note or any facilities financed with the proceeds of the Note that would result in



the interest on the Note being includable in gross income of taxpayers (other than corporations) for federal income tax purposes.

2.3 The Issuer has general taxing powers. The Note is not a "private activity bond" within the meaning of Section 141 of the Code. 95% or more of the net proceeds of the Note are to be used for the local government activities of the Issuer. The Issuer has no subordinate entities. The Issuer has not issued, and does not reasonably anticipate issuing, tax-exempt obligations in the calendar year 2025 in a face amount which exceeds \$5,000,000. Accordingly, under Section 148(f)(4)(D) Of the Code, the Issuer is not required to pay rebates to the United States under Section 148(f) of the Code.

2.4 The Note has been designated as a "qualified tax-exempt obligation" pursuant to the small issuer exception provided by Section 265(b)(3) of the Internal Revenue Code of 1986.

### 3. Purpose of the Note.

3.1 The Note is being issued in the principal amount not to exceed \$500,000 to provide funds for the District's emergency medical services, and which Note is secured by the proceeds of all unrestricted revenues and *ad-valorem* taxes collected and received by the District in the 4<sup>th</sup> quarter of the 2025-2026 Fiscal Year (the "Revenues"), computed in accordance with Section 148 (f)(4)(B) of the Code and the applicable United States Treasury Department regulations currently in effect.

3.2 The Note is being sold to the purchaser at the price of not to exceed, \$500,000. The Note is dated the date of this Certificate; hence, there will be no accrued interest on the Note. Accordingly, the amount received from the sale of the Note to the purchaser will not exceed \$500,000. The proceeds of the Note will be deposited into the appropriate funds and accounts of the Issuer and are expected to be fully expended for the purposes set forth in Section 3.1 of this Certificate, and is expected to be fully expended on or about May 26, 2026.

3.3 The principal amount of the Note does not exceed seventy-five percent (75%) of the Revenues anticipated by the Board for the 2025-2026 Fiscal Year.

3.4 The proceeds of the Note will be deposited into the appropriate funds and accounts of the Issuer and are expected to be fully expended for the governmental purposes for which the Note is issued within six months of the date the Note is issued. The District has covenanted with the owners of the Note to comply with the Regulations to ensure that the interest on the Note is excluded from gross income for purposes of federal income taxation.

3.5 The maximum cumulative cash flow deficit will occur within six months of the issuance of the Note, computed in accordance with Section 148(f)(4)(B) of the Code and the applicable provisions of the Regulations. In computing the maximum cumulative cash flow deficit, the sum of all amounts (other than the proceeds of the Note), whether in the form of cash, marketable securities. or otherwise, which will be available for the payment of expenditures of the Issuer from the date of issuance of the Note to the date of the estimated maximum cumulative cash flow deficit has been considered, Amounts in accounts have been considered available for the

payment of expenditures to the extent that such accounts may, without legislative or judicial action, be invaded to pay such expenditures without a legislative, judicial, or contractual requirement that such accounts be reimbursed.

3.6 The Issuer will establish a fund and account designated as the "Revenue Anticipation Note, Series 2025, Redemption Fund" (the "Redemption Fund"). The Redemption Fund constitutes a "bona fide debt service fund" within the meaning of the Regulations. The Issuer will deposit into the Redemption Fund the Revenues collected and received by the Issuer for the 4th quarter of the 2025-2026 Fiscal Year until the Redemption Fund contains sufficient monies to pay the principal of and interest on the Note at maturity. Monies in the Redemption Fund will be invested without restriction as to yield until September 30, 2026, when all monies in the Redemption Fund will be expended to retire the Note. No other reserve or sinking fund has been established for the Note.

#### 4. Composite Issues

4.1 There are no other obligations being issued

- (i) at substantially the same time as the Note;
- (ii) pursuant to a common plan of financing; and
- (iii) which will be paid out of substantially the same source of funds (or will have substantially the same claim to be paid out of substantially the same source of funds).

#### 5. Loans

5.1 The proceeds of the Note are not being loaned to any person.

#### 6. Federal Guaranty

6.1 The obligations of the Issuer under the Note are not Federally Guaranteed within the meaning of Section 149(b) of the Code.

#### 7. Miscellaneous

7.1 The representations contained in this Certificate are made for the benefit of the original purchaser of the Note, subsequent holders thereof, Bond Counsel, and others, and may be relied upon by such persons in determining whether or not the Note constitutes an "arbitrage bond" within the meaning of Section 148 of the Code.

7.2 To the best of my knowledge and belief, there are no other facts, estimates, or circumstances which would materially change the foregoing conclusion that it is, not expected that the proceeds of the Note will be used in a manner which would cause the Note to be an arbitrage bond.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2026.

BONNER COUNTY AMBULANCE  
SERVICE DISTRICT, IDAHO

\_\_\_\_\_  
District Treasurer

DRAFT

Form **8038-G**

(Rev. October 2021)

Department of the Treasury  
Internal Revenue Service**Information Return for Tax-Exempt Governmental Bonds**

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

► Go to [www.irs.gov/F8038G](http://www.irs.gov/F8038G) for instructions and the latest information.

OMB No. 1545-0047

**Part I Reporting Authority**Check box if Amended Return ► ☐

|   |                   |  |
|---|-------------------|--|
| 1 Issuer's name<br>Bonner County Ambulance Service District, Idaho dba Bonner County EMS  |                   | 2 Issuer's employer identification number (EIN)<br>00-0000000                  |
| 3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)                      |                   | 3b Telephone number of other person shown on 3a                                |
| 4 Number and street (or P.O. box if mail is not delivered to street address)<br>521 South Division Ave                            | Room/suite<br>131 | 5 Report number (For IRS Use Only)<br>3  |
| 6 City, town, or post office, state, and ZIP code<br>Sandpoint, ID 83864  |                   | 7 Date of issue<br>01/07/2026  |
| 8 Name of issue   |                   | 9 CUSIP number<br>N/A  |
| 10a Name and title of officer or other employee of the issuer whom the IRS may call for more information<br>Jeffrey Lindsey Chief |                   | 10b Telephone number of officer or other employee shown on 10a<br>208-255-2194 |

**Part II Type of Issue (Enter the issue price.)** See the instructions and attach schedule.

|   |                                     |
|---|-------------------------------------|
| 11 Education  | 11                                  |
| 12 Health and hospital  | 12                                  |
| 13 Transportation   | 13 500,000                          |
| 14 Public safety  | 14                                  |
| 15 Environment (including sewage bonds)                               | 15                                  |
| 16 Housing  | 16                                  |
| 17 Utilities  | 17                                  |
| 18 Other. Describe ►  | 18                                  |
| 19a If bonds are TANs or RANs, check only box 19a                     | <input checked="" type="checkbox"/> |
| b If bonds are BANs, check only box 19b                               | <input type="checkbox"/>            |
| 20 If bonds are in the form of a lease or installment sale, check box | <input type="checkbox"/>            |

**Part III Description of Bonds.** Complete for the entire issue for which this form is being filed.

|    | (a) Final maturity date | (b) Issue price | (c) Stated redemption price at maturity | (d) Weighted average maturity | (e) Yield |
|----|-------------------------|-----------------|---|-------------------------------|-----------|
| 21 | 09/30/2026              | \$ 500,000      | \$ 500,000                              | years                         | 5.25 %    |

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

|   |            |
|---|------------|
| 22 Proceeds used for accrued interest   | 22         |
| 23 Issue price of entire issue (enter amount from line 21, column (b))                      | 23         |
| 24 Proceeds used for bond issuance costs (including underwriters' discount)                 | 24 2,248   |
| 25 Proceeds used for credit enhancement   | 25         |
| 26 Proceeds allocated to reasonably required reserve or replacement fund                    | 26         |
| 27 Proceeds used to refund prior tax-exempt bonds. Complete Part V                          | 27         |
| 28 Proceeds used to refund prior taxable bonds. Complete Part V                             | 28         |
| 29 Total (add lines 24 through 28)  | 29 2,248   |
| 30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here) | 30 497,752 |

**Part V Description of Refunded Bonds.** Complete this part only for refunding bonds.

|   |   |       |
|---|---|-------|
| 31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded   | ► | years |
| 32 Enter the remaining weighted average maturity of the taxable bonds to be refunded      | ► | years |
| 33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) | ► |       |
| 34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)                        |   |       |

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 10-2021)

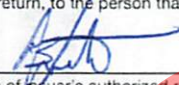


**Part VI Miscellaneous**

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . . **35**
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions . . . . . **36a**
- b** Enter the final maturity date of the GIC ► (MM/DD/YYYY) \_\_\_\_\_
- c** Enter the name of the GIC provider ► \_\_\_\_\_
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . . **37**
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:
- b** Enter the date of the master pool bond ► (MM/DD/YYYY) \_\_\_\_\_
- c** Enter the EIN of the issuer of the master pool bond ► \_\_\_\_\_
- d** Enter the name of the issuer of the master pool bond ► \_\_\_\_\_
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . . ► ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ► ☐
- 41a** If the issuer has identified a hedge, check here ► ☐ and enter the following information:
- b** Name of hedge provider ► \_\_\_\_\_
- c** Type of hedge ► \_\_\_\_\_
- d** Term of hedge ► \_\_\_\_\_
- 42** If the issuer has superintegrated the hedge, check box . . . . . ► ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ► ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ► ☒
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement . . . . . ► \_\_\_\_\_
- b** Enter the date the official intent was adopted ► (MM/DD/YYYY) \_\_\_\_\_

**Signature and Consent**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.



Signature of issuer's authorized representative

12-19-2025

Date

Jeffrey Lindsey Chief

Type or print name and title

**Paid Preparer Use Only**

Print/Type preparer's name

Preparer's signature

Date

Check ☐ if self-employed

PTIN

Firm's name ►

Firm's EIN ►

Firm's address ►

Phone no.



Bonner County Ambulance Service District  
**Board of Commissioners**

Asia Williams      Ron Korn      Brian Domke

January 7, 2026

## Memorandum

Memo

To: Ambulance District Commissioners

From: Bonner County EMS

Re: Employee Medical Benefits

Bonner County EMS request the BOCC in capacity of the Bonner County Ambulance Service District Board, sign the Joint Powers Agreement with the Idaho Independent Intergovernmental Authority (III-A) for the purpose of facilitating the collective participation and negotiation of its agencies health benefits coverage with vendors doing business in Idaho or through health benefit pooling and/or self-funding.

Risk Review: \_\_\_\_\_

If applicable, email is attached verifying that all Risk questions/concerns have been resolved and that it has been approved. This includes new equipment/assets to be insured or contracts requiring insurance for review.

Legal Review: X \_\_\_\_\_

Email is attached verifying that all legal questions/concerns have been resolved and that it has been approved.

Distribution: \_\_\_\_\_ Original to Bonner County EMS

A suggested motion would be: **Based on the information before us I motion to sign the Agreement with the Idaho Independent Intergovernmental Authority (III-A) for the purpose of providing the BCASD with medical benefits beginning February 1, 2026.**

Recommendation Acceptance: ☐ yes ☐ no \_\_\_\_\_ Date: \_\_\_\_\_  
Brian Domke Chairman



Shared Strength • Trusted Care

**AMENDED AND RESTATED  
JOINT POWERS AGREEMENT**

**and**

**DECLARATION OF TRUST**

**Idaho Independent Intergovernmental Authority**

This AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, for the purpose of facilitating the collective participation and negotiation of its agencies health benefits coverage with vendors doing business in Idaho or through health benefit pooling and/or self-funding.

**I. RECITALS**

WHEREAS, public agencies are authorized to provide their officers and employees with health care benefits; and

WHEREAS, the undersigned, hereinafter designated as the "Agency" or "Agencies", is authorized by Idaho Code Section §67-2326 et seq. to enter into agreements with one or more public entities for the purpose of jointly exercising any power common to said public entities; and

WHEREAS, the Agency is authorized by Idaho Code Section §41-4101 et seq. to provide for joint public agency self-funded health care programs; and

WHEREAS, the Agency has been duly authorized by its respective governing body to enter into this JPA with the Idaho Independent Intergovernmental Authority; and

WHEREAS, it is the intention of the Parties to this JPA to create an irrevocable trust fund for the purpose of funding health benefits for the Agencies' employees pursuant to a joint public agency self-funded health care program.

NOW, THEREFORE, BE IT AGREED BY AND BETWEEN the parties hereto as follows:





Shared Strength · Trusted Care

## II. DEFINITIONS

"III-A" or III-A Trust" "Trust" - The Idaho Independent Intergovernmental Authority established pursuant to the statutes of this state by this Joint Powers Agreement.

"III-A Plan" or "Plan" - The Idaho Independent Intergovernmental Authority Benefits Plan established pursuant to the statutes of this state. The joint public agency plans of benefits, self-funded or jointly purchased, established by the Joint Powers Agreement and documents relating thereto, and under which payment for Employee III-A health benefits, as defined in the Plan Documents, regularly provided for or promised from funds created or maintained in whole or in part by contributions or payments thereto by a public agency employer, or by a public agency employer and the employees of the public agency.

"Risk Pool" – The Plan is comprised of two Risk Pools. The Original Risk Pool is for Agencies with 300 Employees or less. The Large Agency Risk Pool is for Agencies with more than 300 Employees. Each Risk Pool has its own calculated reserves (IBNP) and renewal rate report, both determined annually by the actuary contracted with the Plan.

"Board" - The Board of Trustees of the III-A Trust, which shall serve as Trustees as required by Idaho Code, Title 41, Chapter 41. Specific Board and Trustee assignments are designated in Article IX herein.

"Agency" or "Agencies" - The political subdivision(s), as identified in Idaho Code §§ 6-902(2), 41-4102(9), and 67-2327, which qualify and agree to the terms of this Joint Powers Agreement or any subsequent amendment thereto. Agencies also include collective bargaining eligible groups that provide police or fire services to government entities that are eligible to participate in collective bargaining as a bargaining unit.

"Joint Powers Agreement" or "JPA" - This Agreement and Declaration of Trust wherein political subdivisions agree to participate in the offers of III-A as set forth by the Board and any subsequent modifications or amendments thereto.

"Trustees" - The members of the Board and their successors provided for in this JPA.

"Agency Delegate" or "Delegate" - The appointed individual to represent each Agency at a meeting to vote on III-A Trust business. These Agency Delegates are collectively referred to as the "Agency Delegation" or "Delegation".





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"Employee" - All persons employed by an Agency, which may include elected officials and part-time employees, who are eligible for benefits under this JPA and the eligibility rules of the Trust. The term "Employee" also includes retirees of Agencies, provided that such participation complies with Idaho law and there has been no lapse in coverage between active status and retired status.

"Third Party Administrator" - The entity designated by the Trustees to administer the Plan. Such Third-Party Administrator is a fiduciary agent of the Trustees.

"Fund" - The trust fund created by this instrument, and shall mean generally the monies, property, contracts, or things of value, tangible or intangible, received and held by the Trustees for the uses, purposes and Trust set forth herein, and those things of value which comprise the corpus and additions to the Fund. The Fund is an irrevocable trust fund, which means the Agency does not retain any power to alter, amend, revoke or terminate the transfer of funds held in the trust fund. Funds in the trust fund are fiduciary funds.

"Agency Contributions" - Contributions made by each Agency to the Fund for the Plan.

"Employee Contribution" - The contributions made by the Employees of the Agencies to said Fund.

"Plan Document" The benefit agreement, the administrative services agreement, or any other agreement entered into by the Board of Trustees, and the summary plan description, schedule(s) of benefits, and/or any other documents, working rules, policies, or any and all other documents produced in furtherance of the Plan and submitted to DOI for review.

"Executive Director" - The individual that is the chief administrative official of the Agency and has the power to hire and fire III-A employees.

### **III. PARTIES**

The parties to this JPA shall be those public agencies which qualify and agree to the terms of this Joint Powers Agreement or any subsequent amendment thereto.

### **IV. PURPOSE AND COMMON POWER**



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The purpose sought to be achieved by the parties to this JPA is the joint exercise of the powers conferred by Idaho Code Section §67-2326 et seq. and Idaho Code Section §41-4101 et seq. to provide public Agencies with health benefits in the most cost- effective manner possible while emphasizing quality, price stability, and financial solvency. The Agencies will seek to accomplish this purpose through health benefit pooling, as authorized by Idaho Code Section §41-4101 et seq.

It is the intent of the Agencies of III-A to create an entity with unlimited duration which will administer self-funded health care plans. All income and assets of the III-A shall be at all times held in Trust and dedicated to the benefit of its Agencies.

#### **V. IDAHO INDEPENDENT INTERGOVERNMENTAL AUTHORITY**

By this JPA there is created the Idaho Independent Intergovernmental Authority, a separate public agency formed to carry out the purposes set forth above. The debts, liabilities, and obligations of the III-A Trust shall not be debts, liabilities or obligations of the respective parties hereto except as otherwise provided in this JPA.

III-A shall be comprised of those political entities which have entered into this JPA or any subsequent amendment to this JPA by and through an individual duly authorized to execute this JPA, and who have agreed to tender the appropriate contributions. This JPA shall be automatically renewed, annually or periodically, consistent with Board established policy terms, unless the provision for withdrawal, expulsion, or termination are applied in compliance with the terms of this JPA or adopted Board policy.

#### **VI. NON-WAIVER**

The Agencies, by participation in this program, do not waive any immunities or limitations of liability provided to political subdivisions or their employees by law of the State of Idaho or the United States; provided, however, this paragraph or any other terms as stated in this Joint Powers Agreement does not abrogate or waive in any way whatsoever the standards of conduct as to fiduciary responsibilities of the Trustees either individually or collectively as the Board as required under titles 41 and 68, Idaho Code or other applicable law.



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## VII. IRREVOCABLE TRUST FUND

Financial operations of III-A are committed to the sound discretion of the Board with the primary intent being the long-term solvency of the program through the use of an irrevocable trust; said Trust Fund shall be actuarially sound, that its assets and income must be adequate under reasonable estimates for payment of all benefits promised to beneficiaries of the Plan. Contributions from Agencies shall be determined by the Board, considering, among other factors, risk exposure as determined by actuarial information, loss experience, net operating expenditures, costs of administering claims, and other appropriate or necessary costs.

The Fund is an irrevocable trust fund, which means the Agency does not retain any power to alter, amend, revoke, or terminate the transfer of funds held in the Trust Fund. Funds in the Trust Fund are fiduciary funds.

The III-A Joint Powers Agreement establishes an Irrevocable Trust Fund which shall consist of funds the Board deems reasonably sufficient to annually produce the sum of money necessary to fund benefit claims and claims expenses, provide for any stop loss insurance, excess insurance requirements, provide for fidelity bonds, other operating expenses, plus funds necessary to meet the III-A's obligation to satisfy the requirements of any regulatory authority. The Trust Fund shall be legally liable for payment of all applicable benefits stated in the statement or schedule of benefits in effect at the time a claim thereunder arises.

The name of this Trust is and shall be the "III-A Trust" and shall in all respects be governed by the laws of the State of Idaho and administered to accomplish the purposes expressly, and by necessary implication, contained herein.

The express purpose and primary objectives of the Trust are:

1. To establish and maintain a program of providing and maintaining health benefits for Employees of Agencies;
2. To pay for costs of wellness programs designed to improve the health of employees;
3. To pay for incurred claims, for costs of administration and related expenses of self-funded programs;
4. To empower the Trustees to enter into contracts to provide benefits; and
5. To reimburse the Trustees for any other expenses necessarily or properly incurred by them in the performance of their duties under this JPA.





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The foregoing expressions of purpose are not exhaustive and, in addition to other related objectives reasonably inferred from that list, the Trust shall have such other objectives as may be lawful under Idaho law.

#### **VIII. AGENCY DELEGATION**

Each Agency may appoint an Agency Delegate to represent it at the annual meeting of the Agency Delegation. At this meeting, the Board shall report to the Delegation and the Delegation shall elect the Board of Trustees as provided herein. Each Agency may change its Delegate at any time. Each Delegate is entitled to cast one vote on each action item at any duly constituted meeting of the Delegation at which he or she is present; provided, however, that a Delegate may not vote on a matter specifically pertaining to the Delegate personally or a matter specifically pertaining to the Agency that the Delegate represents.

A minimum of ten Delegates must be present for the transaction of III-A business at a meeting of the Delegation. A vote of a majority of the Delegates present at any such meeting shall be sufficient to approve an action of the Agency Delegation.

#### **IX. BOARD OF TRUSTEES OF TRUST**

##### **A. APPOINTMENT.**

The membership of the Board shall consist of no more than fourteen Trustees. Only Agencies with three or more years of continuous participation in a III-A medical plan shall be eligible to serve as a Trustee. Agencies participating in only dental, vision, or mental health benefits are not eligible to serve on the Board. The Board shall be made up as follows:

Trustees Seats One through Three shall be chosen based on the number of Employees enrolled in the III-A Trust's medical program. The three Agencies in the Original Risk Pool having the highest number of enrolled Employees shall have a Trustee on the Board of Trustees. Ninety (90) days prior to the annual Agency Delegation meeting, the Board shall verify the number of enrolled Employees for each Agency in order to determine the three Agencies entitled to a Trustee position on





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the Board of Trustees. Such Trustees shall hold Trustees Seats One through Three on the Board of Trustees.

Trustee Seats Four through Eight shall be elected from the Delegation, provided that no Agency shall have more than one (1) Trustee on the Board of Trustees.

Trustee Seats Nine and Ten shall be appointed by the Board of Trustees.

Trustee Seats Eleven, Twelve, and Thirteen shall be designated as Founding Agency Seats and shall be elected only by a majority of the Agencies that joined at the inception of the Trust. Any Founding Agency with any lapse in membership with the Trust will not be eligible for a Founding Agency Seat or vote. The eligible Founding Agencies are: Aberdeen, American Falls, Arco, Blackfoot, Cascade, Council, Donnelly, Downey, Dubois, Fruitland, Grangeville, Homedale, Ketchum, Kooskia, Lava Hot Springs, Menan, Minidoka Irrigation District, New Meadows, New Plymouth, Nezperce, Oakley, Paul, Potlach, St. Anthony, Victor, and Wilder.

Trustee Seat Fourteen will be appointed by the Board of Trustees from the Agencies in the Large Risk Pool to serve a one-year term. After the initial appointment, this position will be elected at the III-A Annual Meeting. Only Agencies in the Large Risk Pool are eligible for this seat.

After the initial term, all seats shall serve a term of three (3) years.

If an Agency holding a Trustee Seat withdraws or is involuntary terminated from III-A, the Board shall appoint an eligible Agency for that Trustee Seat for the remainder of the term.

#### **B. QUALIFICATIONS OF TRUSTEES.**

Employees of an eligible Agency, members of the City Council, Commissioners, or members of a governing board may serve as Trustees.

The executive officer of an agency cannot serve as a Trustee. Idaho Code Sections §§41-4115 and 18-1361 prohibit an individual from being a Trustee if they receive any financial benefit from the Trust. An individual cannot serve as a Trustee if the individual is: 1) deemed to have a conflict of interest in the success of the III-A Trust; or 2) is deemed to benefit financially in either the success or failure of the III-A Trust.



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### C. ATTENDANCE AND STANDARD OF CONDUCT FOR TRUSTEES.

1. Each Agency shall designate an alternate for their seat on the Board of Trustees. When a Trustee is unable to attend a meeting, the alternate should attend the meeting in their absence. The alternate is encouraged to attend all Trustee meetings, as they are available, to stay informed of the Trustees' decisions and workings in the event the Trustee is unable to attend and they become the voting Trustee.
2. If a Trustee fails to attend, or send an alternate, to more than half the meetings in a year, the Chairperson may recommend their removal from the Board of Trustees. The Agency will receive notification of the Chairperson's action. The notification will request that the Trustee be replaced unless there is a legitimate reason for the absences. If the agency is unable to appoint a Trustee to fulfill the attendance obligation, the Chairperson may replace the Agency on the Board of Trustees.
3. Situations of actual or potential conflicts of interest are to be avoided by all Trustees. The receipt of gifts or gratuities (with a value greater than \$50.00) or the receipt of benefits or "perks" creates an actual or potential conflict of interest. Additionally, conducting work similar to work performed by III-A outside of III-A's supervision creates an actual or potential conflict of interest. The Trustees shall be required to execute annual conflict of interest disclosure statements, consistent with the requirements of Idaho Code §§41-223(1), 41-4115, and Title 68, Idaho Code. The Trustees shall also require all contractors to execute conflict of interest disclosure statements. If III-A determines an actual or potential conflict of interest exists, III-A may take whatever action is appropriate according to the circumstances.
4. Behaviors or actions that may result in removal include, but are not limited to: failure to disclose a conflict of interest; violation of confidentiality; attempting to use information obtained as a board member for personal, financial, or other gain; improper behavior that brings risk or negative publicity including accusation or conviction of a felony or publicly speaking out against III-A; and abuse of other board members, agency members, staff, or the families of such persons.

### D. RESIGNATION OF TRUSTEES.

A Trustee may resign upon giving thirty (30) calendar days' notice in writing to the Chairperson of the Board of Trustees. Unless otherwise specified in such written notice, such resignation shall take



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effect upon receipt thereof by the Chairman or by such other officer, and the acceptance of such resignation shall not be necessary to make it effective. The Agency may appoint the alternate to take over as the Trustee or may appoint another eligible representative to serve the remaining term.

#### **E. REMOVAL OF TRUSTEES.**

A Trustee may be removed from the Board with or without cause by a two-thirds vote of the Trustees. The agency will be notified of such removal by the Board Chairperson. The agency will be granted thirty (30) days to appoint a new Trustee and notify the Executive Director. If an Agency holding a Trustee seat withdraws or is involuntarily terminated from III-A, the Board shall appoint an eligible Agency for that Trustee Seat for the remainder of the term.

#### **X. MEETINGS OF THE BOARD OF TRUSTEES**

The Board of Trustees shall meet at least once each quarter. Minutes shall be kept of all Board and Delegation meetings by the Executive Director of the Trust. A simple majority of the Board shall constitute a quorum for the transaction of business.

All meetings of the Agency Delegation and the Board shall be subject to the Idaho open meetings act (Idaho Code §74-201 et seq.). The Board shall adopt rules and regulations for conducting Delegation and Board meetings in conformity with the law.

#### **XI. OFFICERS OF THE BOARD**

The officers of the Board shall consist of the Chair, Vice-Chair, and Secretary.

The Chair shall be responsible for developing meeting agendas and conducting meetings and shall be authorized to make administrative decisions on behalf of III-A subject to Board policies. The Chair is ineligible to vote on III-A issues unless a tie vote occurs. In that case, the Chair casts the deciding vote.

The Vice-Chair shall fulfill the Chair's duties in his or her absence.





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The Secretary or his or her designee shall cause minutes of all meetings to be kept and shall, upon request, cause a copy of the minutes to be forwarded to any Agency of III-A. The Secretary shall fulfill the duties of the Chair and Vice-Chair in their absence.

## **XII. POWERS AND DUTIES OF III-A BOARD OF TRUSTEES**

**A. POWERS AND DUTIES.** The Trustees shall have all powers with regard to Trust property granted by Idaho law on the date hereof, and, in addition, shall have the following specific powers:

1. To hold, manage, care for, and keep the Fund and collect the income and increments thereof, and keep and maintain adequate and proper records to render an annual audit, accounting and reports as hereinafter mentioned;
2. To employ or hire such agents, attorneys, accountants, actuaries, consultants, employees, or other persons, and may lease premises and equipment, as may be necessary or desirable in administering the Fund and carrying out the objects and purpose of this Trust. The necessary and reasonable fees, salaries, wages, emoluments, or compensation of any and all such persons shall be paid from the Fund;
3. To sell, convey, transfer, pledge, lease, or otherwise dispose of the same without the approval of any court and without any notice to Agencies and without obligation upon any person dealing with the Trustees to be responsible for the application of any money or other property delivered to them to the extent permitted by Idaho law.
4. To pay any and all expenses of whatsoever nature the Trust is or may be obligated to pay and incur any expenses for supplies, rental of space, or other items or anything else believed to be necessary or desirable in administering the Fund and carrying out the objects and purposes of this Trust;
5. To borrow money for the purposes of the Trust and to give security therefore;
6. To exchange property or securities for other property or securities;
7. To vote, either in person or by proxy, any shares of stock held as part of the assets of the Trust;
8. To collect the principal or income of the Trust as the same shall become due and payable and, if necessary, to take such legal proceedings as it may deem advisable in the best interests of the Trust to collect any sum of money due to the Trust. The





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Trustees shall be under no obligation to commence suit unless they shall first have been indemnified by the Agencies with respect to expenses or losses to which the Trust may be subjected through taking such action;

9. To have all right, power, and authority to do all those things which, in the opinion of the Trustees, may be necessary or desirable for the administration and operation of and accomplishments of the objectives and purposes of the Fund and this Trust and JPA in compliance with title 41, chapter 41, Idaho Code.

#### **B. AUTHORITY OF TRUSTEES.**

1. The Trustees, in carrying out the purposes of this JPA, shall have the power and the right to provide the intended benefits under this Trust by means of self-funding.
2. Except as limited by law, a majority of the Trustees may designate one or more of the Trustees or another individual to act on behalf of all the Trustees in writing. A third party dealing with the Trustees may conclusively presume that any exercise of power within the scope of a written designation is authorized by the Trustees and is in accordance with the terms of this JPA. In the absence of such written designation, any action approved by a majority of the Trustees shall be conclusively binding.
3. The Trustees may, subject to their discretion and the continuing right to change, obtain for the beneficiaries of the Trust the forms of employee benefits.
4. All contributions must be deposited in the name of the Trust. All corpus or portions of the Fund not expended may be deposited in the name of the Trust in such depository or depositories or investments as the Trustees shall from time to time select, as authorized in writing, and any such deposit or deposits should carry or bear interest. The Trustees are empowered to receive for the benefit of the Fund such interest as might accrue on the above deposits. If not so deposited, any accumulated funds not currently required for the purposes of this Trust shall be invested by the Trustees in reasonably secure, reasonably liquid investments permitted for investment of such funds pursuant to Idaho law.
5. The Trustees may invest reserves required by Idaho Code §41-4110 and other funds available for the purposes of the Trust in investments authorized by Idaho Code §41-



4109. All such investments shall be made and held in the name of the Fund, and the interest and yield thereon shall inure to the account of the Fund. No investment shall be made unless authorized in writing by the Trustees and so shown in the records of the Trust. Any Trustee or other person who authorizes any investment of Fund moneys in violation of Section 41-4109, Idaho Code, shall, in addition to other penalties provided under Idaho law, be liable for all loss suffered by the Fund on account of the investment. No investment made in violation of Section 41-4109, Idaho Code, shall constitute an "asset" in any determination of the financial condition of the Fund.
6. The Trustees shall not receive compensation from the Trust for their services rendered. The Trustees shall receive reimbursement for actual reasonable expenses incurred and travel per diem as set forth by the Trustees.
  7. All checks, drafts, vouchers, or other withdrawals from the Fund or depositories or investments shall first be authorized by the Trustees and then signed by appropriate signators, except that checks for claims payment and authorized expenses may be signed by an authorized representative of the Third-Party Administrator responsible for administering the self-funded benefits.
  8. In the event there shall be any disagreement between the Trustees and the Third-Party Administrator or any third-party contractor over exercise of powers granted herein, the Trustees shall prevail, and the service organization shall have no liability to any person with respect to such act or omission in the event it shall give notice in writing of its dissent from such act to each Trustee and to each Agency.
  9. The benefits to be provided hereunder shall be set forth in an employee booklet that shall be provided to each employee-beneficiary of the Plan. Summary plan descriptions and summary benefits coverage ("SBC") shall be provided as required by law.
  10. The accounting year of the Fund shall be on a fiscal year basis, commencing on the first day of October of each year, and ending on the last day of September of the following year, provided that the first fiscal year of the Trust shall begin on the date of registration with the State of Idaho and end on the last day of September 2012. Any report required by city, county, state, or federal law, or the law of the respective subdivisions thereof, shall be made by the Trustees. The Trustees shall have an annual audit and accounting of the Trust Fund by an independent Certified Public Accountant ("CPA") in accordance with generally accepted accounting practices, at





the end of each fiscal year. The CPA shall certify the accuracy of his audit and accounting. A statement of the results of each audit shall be available for inspection by authorized persons for a period of not less than five (5) years. Copies of the audit and generalized statements of the accounting and reports shall be delivered to each Trustee and available at the request of each Agency after each audit or at other times when necessary. In addition to the audit required by this Section, the Trustees shall promptly make the books, records, and accounts of the Plan and Trust Fund available to the Director of the Idaho Department of Insurance and do all other things necessary to comply with the examination requirements of Idaho Code §41-4113.

11. On an annual basis the Trustees shall contract for an actuarial study of all self-funded programs to establish reserve levels, set appropriate funding and contribution rates, and ensure compliance with state and federal laws and regulations. The Trustees shall provide reports as required by the Department of Insurance.
12. The Trustees shall have the power to adopt rules and regulations for the administration of the Fund and/or Trust, which shall be consistent with the covenants, terms, conditions, obligations and duties as set forth in this JPA, and such rules and regulations shall be binding upon all persons dealing with the Trust and upon any and all persons claiming any benefits hereunder; provided such rules and regulations shall not conflict with any provision of this JPA.
13. The Trustees shall procure dishonesty insurance policies or surety bonds for the Trust and persons authorized to receive, handle, deal with, or draw upon the monies in the Fund for any purpose whatsoever, said bonds to be in such reasonable amount to reasonably aid in reimbursing bondable loss of money, and in any event shall meet the requirements as may be required, from time to time, by applicable United States or Idaho law, including Idaho Code §41-4114(3). Such bonds are to be obtained from a reputable fidelity or surety company or companies as the Trustees shall determine. Any such bonds or policies shall only be cancelled upon giving no less than thirty (30) days' written notice to the Trustees and to the Director of the Idaho Department of Insurance. The cost of the premiums on such bonds shall be paid out of the corpus or income of the Fund.



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### **XIII. FUNDS OF THE III-A TRUST**

#### **A. ESTABLISHMENT OF TRUST FUNDS.**

The Board shall establish an irrevocable trust fund for the purpose of receipt of contributions, making claim payments, payment of premiums to insurers contracting with III-A, and administrative expenses under III-A's self-funded program(s). Revolving bank accounts may be established to facilitate payment of claims provided such accounts are established as irrevocable trust funds. Deposits to and withdrawals from these funds shall be made as provided herein. All money acquired by or belonging to III-A shall be kept in said irrevocable trust funds and all funds of III-A are fiduciary funds. Books and records of III-A shall be open for inspection at all reasonable times.

#### **B. ANNUAL CONTRIBUTIONS.**

For each fiscal year commencing October 1st and ending September 30th, each Agency that is a party to this JPA shall contribute to III-A an amount equal to the total estimated annual cost of its participation in the self-funded programs of III-A, as calculated by the Board, paid in advance to III-A in monthly installments based upon the number of employees enrolled in each program. All contributions shall be payable to the name of the Trust and shall be paid in the manner and form determined by the Trustees. All Agencies shall comply with the Prompt Payment Act, title 67, chapter 23, Idaho Code. Contributions shall be deposited and disbursed from a trust fund created and existing under this JPA between the Agency and Board of Trustees. The purpose of this Trust is to provide for the pooling of contributions for health care costs as described in Title 41, Chapter 41 of the Idaho Code. If employees are required to pay for any portion of the contribution, such payment shall be by regular periodic payroll deductions and shall be paid by the Agency to the Trust Fund on a monthly basis, except as to contributions made by an employee during his absence from employment for such period as the Plan may reasonably provide.

Subject to the provisions providing for termination of this JPA, all Contributions to the Trust shall be irrevocable, and under no circumstances shall any monies properly paid into the Trust, or any part of the Trust, be recoverable by or payable to the Agencies or any Employee, nor shall any of the same be used for or diverted to purposes other than for the exclusive program of benefits for Employees and beneficiaries provided hereunder.

Prior to payment to an Employee or his or her beneficiary, all assets of the Trust shall be owned by the Trust and shall not be liable in any way for any debt or obligation of any Employee or





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any Agency. To the extent permitted by law, all Trust benefits shall be exempt from attachment, garnishment, levy of execution, bankruptcy proceedings, or other legal process at any time subject to the Trustee's possession and control; but in any event such assets shall be subject to such process only to the extent of such Employee's benefits hereunder as they fall due.

No Employee or other beneficiary shall have any right or claim to benefits under the Plan except as specified in the self-funded benefits procured or entered into pursuant to this JPA. Any dispute as to eligibility, type, amount, time, or duration of benefits provided by the Trust as self-funded shall be decided by the Trustees, subject to the Employee's right to external review as provided in Idaho Code, Title 41, Chapter 59.

**C. ADJUSTMENT OF CONTRIBUTIONS.**

During the course of each fiscal year covered by this JPA, the Board shall review and determine whether contribution rates should be adjusted to reflect substantial changes in anticipated costs or other unforeseen events occurring after the commencement of the fiscal year. In the event the Board determines that an immediate change in contribution rates is required, the Board shall provide at least sixty (60) days' notice to Agencies before such a change in contribution rate is affected.

**D. CONTRIBUTIONS FOR FUTURE YEARS.**

For each fiscal year, the Board shall transmit to each party no later than sixty days preceding the commencement of the new fiscal year the Agency's contribution rates for such year. The contribution rates so projected shall constitute the limit of each party's annual liability for costs unless subsequently adjusted by the Board of Trustees as herein provided.

**E. CONSEQUENCES FOR NON-PAYMENT.**

Any Agency's membership may be cancelled in the event of a failure of the Agency to pay any contribution as required in this JPA. Should any contribution remain unpaid for more than thirty (30) days after initial notice is sent from the Trust to the Agency, the Trust will send another notice advising the Agency that it is in default under the terms of this JPA, and that the Agency's membership will be cancelled within thirty (30) additional days unless full payment is received. Failure to make full payment as required in the notice of default shall be considered a withdrawal by the Agency effective on the date of cancellation specified in the notice of default; and no coverage shall apply to any claims submitted subsequent to the effective date of cancellation that arise from occurrences taking place



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during the current protection period. An Agency cancelled for non-payment shall remain liable for a prorated share of the current year's contribution and for all retrospective adjustment contributions through the date of cancellation and attributable to prior years of coverage in which it participated. An Agency desiring to retain membership but unable to make the current contribution payment may seek to arrange a payment plan with the Trust to supersede the terms herein.

#### **XIV. LIABILITY OF BOARD**

The Trustees of III-A owe a duty to the beneficiaries of the Trust to comply with prudent investor rules set forth in Title 68, Chapter 5 of Idaho Code. Trustees shall invest and manage trust assets as a prudent investor would and Trustees must make reasonable efforts to verify facts relevant to the investment and management of Trust assets. Provided Trustees comply with their fiduciary duties, they shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith; nor for any action taken or omitted by any agent, employee, or independent contractor selected with reasonable care, except with regard to liability as stated in Idaho Code §41-4109(5) or other violations of title 41, chapter 41, Idaho Code. No Trustee shall be liable for any action taken or omitted by any other Trustee. The assets of III-A shall be used to defend and indemnify any Trustee, officer, or employee for actions by such person in good faith within the scope of his or her authority for III-A as public officials in the State of Idaho.

#### **XV. ELIGIBILITY FOR MEMBERSHIP**

Pursuant to this JPA and any membership policies adopted by the Board, a "public agency" as defined in Idaho Code Section §41-4102(9) (hereinafter "entity/agency"), may be eligible for participation in the III-A programs established pursuant to this JPA if, and only if, such public entity/agency satisfies all of the following requirements:

- A. The public entity/agency must be located within the State of Idaho.



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C. The Joint Powers Agreement shall be signed by the governing body of such public entity/agency and shall provide written authorization for the participation, such as approved meeting minutes or a resolution, of the entity/agency into this program.

D. The Joint Powers Agreement must be accepted by a majority of the entire membership of the Trustees of the Board before taking effect. The decision of the Board shall be final.

E. All eligible employees of Agencies must participate in programs offered by III-A except elected officials and individuals who provide proof of other medical, dental, or vision benefit coverage under a policy on which the coverage is primary for the employee seeking to waive coverage and would remain primary whether or not the employee is covered by the III-A. Retirees of the Agencies may also participate in III-A programs, provided such participation complies with Idaho law and provided that there has been no lapse in coverage between active status and retired status.

#### **XVI. WITHDRAWAL BY AGENCY**

##### **A. NOTIFICATION.**

Any Agency may elect to withdraw from membership in the III-A and from participation in its programs effective September 30th of any year by giving written notice to III-A by no later than June 30th at 12pm MT of the same year. For all Agencies that are full participants in the III-A, it shall be a condition precedent to the making of such an election that the Agency has completed not less than three (3) full fiscal years as a member of III-A immediately prior to the proposed effective date of its withdrawal. For any Agency participating only in dental, vision, or mental health benefits, it shall be a condition precedent to the making of such an election that the Agency has completed not less than one (1) full fiscal year as a member of III-A immediately prior to the proposed effective date of its withdrawal. The notice of withdrawal shall consist of a resolution adopted by the governing body of the Member, expressly stating the party's intention to exercise its right hereunder to withdraw effective the next succeeding September 30.

An Agency that withdraws without complying with the above paragraph will be subject to a penalty equal to the contributions paid or charged against the Agency for the twelve (12) month period prior to the effective date of the Agency's unauthorized withdrawal. The penalty shall be paid in full within ninety (90) days following the date of unauthorized withdrawal. In the event that such penalty



is determined to be a violation of Article VIII, Section 3, of the Idaho Constitution, such penalty shall not be assessed.

**B. UNFUNDED LIABILITY.**

In addition to any fees required to be paid in subsection A, a withdrawing Agency must pay in full the amount of its proportionate share of any cumulative unfunded liability as determined by the Board. Upon withdrawal, the Trust will provide the currently known amount of unfunded liability and the withdrawing agency shall pay in full within ninety (90) days following the date of unauthorized withdrawal. From the date of withdrawal, claims may continue to be processed for one full year and the withdrawing member is obligated to fulfill its entire amount of unfunded liability.

**C. RE-ADMISSION.**

An Agency, which has withdrawn, must be a non-member of III-A for a period of two (2) complete program years and must apply for membership pursuant to Section XIV.

**XVII. INVOLUNTARY TERMINATION OF AGENCY**

III-A may, if it deems such an action necessary to achieve the purposes stated hereinabove, elect to terminate any Agency's participation under this JPA without that Agency's consent. The terminated Agency shall have the financial responsibilities expressed in Article XV.B. Such action may only be taken upon an affirmative vote of two-thirds of all the members of the Board of Trustees followed by ninety (90) days' written notice to the party of its involuntary termination.

**XVIII. DISSOLUTION OF III-ATRUST**

The term of this agreement is intended to be perpetual. III-A may elect at any time to terminate its joint activities carried on pursuant to this JPA. Such election to terminate shall not be effective unless authorized by duly adopted action of each of the governing bodies of at least three-fourths of the current III-A Agencies and by written request of the Board of Trustees to the Director of the Idaho Department of Insurance and entry of his or her order terminating said Plan and Trust Fund in accordance with Section 41-4118, Idaho Code, or its subsequent equivalent.





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In the event of termination of this Joint Powers Agreement such that III-A is dissolved, all assets of said Plan and Trust Fund shall be liquidated, and such liquidation shall be conducted by the Board of Trustees under a plan of liquidation in writing filed with the Director of the Idaho Department of Insurance and approved by the Director in accordance with section 41-4119, Idaho Code, or its subsequent equivalent.

**XIX. ACCESS TO EMPLOYEES**

Agencies agree to cooperate with III-A and its consultants in coordinating access to Employees for the purpose of training, obtaining relevant information, completing required forms, etc. All necessary steps shall be taken to ensure that III-A, its Trustees, and its consultants comply with HIPAA.

**XX. STOP LOSS PROVISION**

An integral part of the Trust will be an aggregate stop loss and specific stop loss insurance as required by law. Stop loss coverage will be provided by an authorized carrier licensed to execute contracts in the State of Idaho, pursuant to the requirements of Idaho Code §41-4104.

**XXI. SEVERABILITY**

In the event that any portion of this JPA is hereafter found or declared to be void or otherwise rendered inoperative in any way, the remainder of this JPA shall continue in full force and effect separate and apart from the portions so invalidated.

**XXII. AUTHORITY TO AMEND JPA**

The Board of Trustees shall have the authority to amend this JPA by a three-fourths vote at a properly noticed meeting. In the event this JPA is amended, the Trust shall first obtain authorization from the Department of Insurance.



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### **XXIII. VENDOR-CARRIER SELECTION**

The selection of vendors and consultants for III-A shall be at the sole discretion of the Board. Benefit offerings shall be at the sole discretion of the Board.

Approved by the \_\_\_\_\_ on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Name and Title

Attest:

\_\_\_\_\_

Clerk

Approved by the III-A Board of Trustees on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

III-A Chairman

Attest:

\_\_\_\_\_

III-A Secretary

## BCASD Revenue Gap Outlook FY2026

### Through January 2026

January Beginning Cash Position = \$1,100,000

Projected Payroll Expenses = \$280,000 (2 pay periods averaged \$140,000)

Projected Operating Expenses = \$100,000

Projected Total Expenses = \$380,000

~~Projected Revenues = \$~~

**End of January Cash Position = \$720,000**

DRAFT